

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

In the Matter of)	
)	
Petition for Arbitration of Interconnection)	
Agreement between Time Warner Cable)	Docket No. 2011-243-C
Information Services (South Carolina), LLC,)	
doing business as Time Warner Cable and)	
Farmers Telephone Cooperative, Inc.)	

In the Matter of)	
)	
Petition for Arbitration of Interconnection)	Docket No. 2011-244-C
Agreement between Time Warner Cable)	
Information Services (South Carolina), LLC,)	
doing business as Time Warner Cable and)	
Fort Mill Telephone Company)	

In the Matter of)	
)	
Petition for Arbitration of Interconnection)	Docket No. 2011-245-C
Agreement between Time Warner Cable)	
Information Services (South Carolina), LLC,)	
doing business as Time Warner Cable and)	
Home Telephone Co., Inc.)	

In the Matter of)	
)	
Petition for Arbitration of Interconnection)	Docket No. 2011-246-C
Agreement between Time Warner Cable)	
Information Services (South Carolina), LLC,)	
doing business as Time Warner Cable and)	
PBT Telecom, Inc.)	

DIRECT TESTIMONY OF MARIBETH BAILEY

ON BEHALF OF

**TIME WARNER CABLE INFORMATION
SERVICES (SOUTH CAROLINA), LLC**

1. INTRODUCTION

A. My name is Maribeth Bailey. I am currently the Senior Director, Interconnection Policy, Regulatory for Time Warner Cable (“TWC”), a parent company of Time Warner Cable Information Services (South Carolina), LLC. My business address is 60 Columbus Circle, New York, New York 10023. My telephone number is (212) 364-8440 and my email address is Maribeth.Bailey@twcable.com.

Q. ON WHOSE BEHALF ARE YOU TESTIFYING?

A. I am testifying on behalf of Time Warner Cable Information Services (South Carolina), LLC (“Time Warner Cable”). Time Warner Cable is certificated to provide competitive, facilities-based intrastate local telecommunications services in the service areas of Farmers Telephone Cooperative, Inc. (“Farmers”), Fort Mill Telephone Company (“Fort Mill”), Home Telephone Co., Inc. (“Home”), and PBT Telecom, Inc. (“PBT”) (collectively “ILECs”) pursuant to Order Number 2009-356(A), Docket Number 2008-325-C, on June 11, 2009.

Q: PLEASE DESCRIBE YOUR RESPONSIBILITIES FOR TIME WARNER CABLE.

A: I am responsible for negotiating interconnection agreements and agreements for related telecommunications services between Time Warner Cable and other carriers, including incumbent local exchange carriers (“ILECs”). Where necessary, I participate in and oversee for Time Warner Cable the arbitration of interconnection agreements before state public utility commissions, in conjunction with inside and outside counsel. I am

1 responsible for submission of executed agreements for approval as needed. I assist with
2 the formulation of regulatory policies and strategies relating to interconnection issues and
3 telephone regulatory matters. I also coordinate customer relations matters as needed.

4 **Q: PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND**
5 **PROFESSIONAL EXPERIENCE.**

6 **A:** I joined Time Warner Cable in July 2005.

7 My work history prior to my current position at TWC is as follows:

- 8 • From 1996 until 2005, I was Director, Interconnection Public Policy and Strategy
9 at Time Warner Telecom in the Legal Department. I was the lead negotiator for
10 interconnection agreements. I worked one-on-one with regional vice presidents to
11 develop regulatory and economic policy for telephony interconnection. I was
12 responsible for development and coordination of strategy for negotiating
13 interconnection agreements with all classes of interconnectors.
- 14 • From 1987 until 1996, I was Staff Director, Project Management at NYNEX. I
15 project-managed the introduction of network interconnection and collocation
16 throughout the NYNEX region. I was responsible for chairing an
17 interdepartmental core team and directed implementation matters. I coordinated
18 activities directly with Competitive Access providers and Certified Local
19 Exchange Carrier customers.
- 20 • Prior to 1987, I held several positions at New York Telephone Company that
21 included Staff Manager-Regulatory; supervision of a clerical support group and
22 departmental training coordination; Business Office Supervisor; PhoneCenter
23 Supervisor; Public Office Supervisor; and Customer Service Representative.

- I have a Bachelor of Science Degree in Business Management and Administration from Iona College, 1990.

Q: HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE SOUTH CAROLINA PUBLIC SERVICE COMMISSION?

A: No.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to provide background on Time Warner Cable's interconnection arrangements with other carriers, to discuss our current interconnection arrangements, and to explain the course of negotiations with the ILECs in regard to the adoption of approved interconnection agreements.

Q. WHAT IS YOUR ROLE IN TIME WARNER CABLE'S INTERCONNECTION NEGOTIATIONS WITH THE ILECS?

A: I serve as lead negotiator for Time Warner Cable with South Carolina local exchange carriers, including the ILECs. As discussed in more detail below, Time Warner Cable submitted notice to the ILECs on January 20, 2011 of its intention to adopt the interconnection agreements ("ICAs") between the ILECs and Sprint Communications Company L.P. ("Sprint"). I have been involved in Time Warner Cable's communications with the ILECs regarding interconnection since that time. I am authorized to propose and accept contract terms in my discretion, drawing upon my 30 years of experience in the telecommunications field.

1
2 **2. BACKGROUND**

3 **Q. IS TIME WARNER CABLE CURRENTLY PROVIDING TELEPHONE**
4 **SERVICE TO CUSTOMERS IN THE ILECS' SERVICE AREAS?**

5 A. Yes. Time Warner Cable has been providing regulated voice services to residential and
6 commercial customers in the ILECs' service areas since 2009 pursuant to the terms of its
7 South Carolina tariff approved by the Commission.

8 **Q. HOW HAS TIME WARNER CABLE INTERCONNECTED ITS SERVICES TO**
9 **ITS CUSTOMERS IN THE ILECS' SERVICE AREAS?**

10 A. Time Warner Cable purchases wholesale telecommunications services from Sprint in
11 order to exchange telecommunications traffic with the ILECs. Sprint also obtains
12 telephone numbers and handles telephone number portability on Time Warner Cable's
13 behalf.

14 **Q. WERE THE SPRINT-ILECS' ICAs APPROVED BY THE COMMISSION?**

15 A. Yes, they were. The Sprint ICAs with the ILECs were approved by the Commission as
16 follows:

- 17 (1) Farmers - October 3, 2007;
18 (2) Fort Mill – January 16, 2008;
19 (3) Home – March 26, 2008; and
20 (4) PBT – March 26, 2008.

21 A copy of each ICA is attached to the respective petitions for arbitration for each ILEC.

22 **Q. HAVE THERE BEEN ANY PROBLEMS RESULTING FROM TIME WARNER**
23 **CABLE'S PROVISION OF INTERCONNECTED VOIP SERVICES USING**
24 **SPRINT'S INTERCONNECTION WITH THE ILECs?**

25 A. No, Time Warner Cable, through Sprint, has exchanged traffic with the ILECs without
26 any problems.

1 **Q. IS TIME WARNER CABLE SEEKING TO CHANGE ITS CURRENT**
2 **INTERCONNECTION ARRANGEMENT?**

3 A. Yes, Time Warner Cable is in the process of changing its interconnection arrangements.
4 Time Warner Cable intends to provide retail voice services through direct ICAs with the
5 incumbent local exchange carriers in South Carolina, including Farmers, Fort Mill, Home
6 and PBT.

7 **Q. DOES TIME WARNER CABLE CURRENTLY HAVE ANY DIRECT ICAs WITH**
8 **INCUMBENT LOCAL EXCHANGE CARRIERS IN SOUTH CAROLINA?**

9 A. Yes, Time Warner Cable has ICAs with Horry Telephone Cooperative, Inc. (“HTC”);
10 Hargray Telephone Co., Inc. (“Hargray”); Verizon South, Inc. (“Verizon”); BellSouth
11 Telecommunications, Inc., d/b/a AT&T (“AT&T”); and Bluffton Telephone Co., Inc.
12 (“Bluffton”). These ICAs have all been approved by the Commission.¹

13 **Q. DO OTHER TIME WARNER CABLE AFFILIATES HAVE DIRECT**
14 **INTERCONNECTION AGREEMENTS WITH INCUMBENT CARRIERS IN**
15 **OTHER STATES?**

16 A. Yes, TWC created Time Warner Cable Information Services (“TWCIS”) entities
17 (including Time Warner Cable Information Services (South Carolina), LLC) for each
18 state in which voice services are offered. These TWCIS entities are providing
19 telecommunications services through direct ICAs with dozens of ILECs in ten states thus

¹ Time Warner Cable – Horry Telephone Cooperative, Docket No. 2006-197-C, Commission directives dated July 12, 2006 and March 2, 2011; Time Warner Cable – Hargray Telephone Co., Inc., Docket No. 2006-233-C, Commission directive dated August 16, 2006 and June 8, 2011; Time Warner Cable – Verizon South, Docket No. 2007-25-C, Commission directives dated January 31, 2007 and January 13, 2010; Time Warner Cable – BellSouth, Docket No. 2005-353-C, directives dated February 21, 2006, August 16, 2006, and November 8, 2006; Time Warner Cable – Bluffton Telephone Co., Inc., Docket No. 2011-209-C, Commission Directive dated June 8, 2011.

1 far. As Time Warner Cable has sought to do with the South Carolina ILECs, the TWCIS
2 entities adopted approved ICAs in order to directly interconnect with a majority of these
3 carriers.

4 **Q. HAVE ANY MAJOR ISSUES ARISEN AS A RESULT OF THE PROVISION OF**
5 **SERVICES USING DIRECT INTERCONNECTION WITH THE INCUMBENT**
6 **CARRIERS IN THESE STATES?**

7 A. No, the TWCIS entities have not had any major problems in regard to the transition from
8 using a wholesale carrier to direct interconnection with any of the incumbent local
9 exchange carriers in these states. Nor have the TWCIS entities encountered any
10 extraordinary issues from an operational standpoint in regard to the transition.

11 **Q. HAVE ANY OF THE ILECS IN THESE STATES FILED ANY COMPLAINTS**
12 **OR PETITIONS AT THE STATE OR FEDERAL LEVEL REGARDING**
13 **PROBLEMS RESULTING FROM THEIR DIRECT INTERCONNECTION**
14 **AGREEMENT WITH TIME WARNER CABLE'S AFFILIATED CLECS?**

15 A. No. There have been no complaints or petitions filed in regard to the provision of service,
16 terms of the ICAs, compensation, or any other matters related to the direct
17 interconnection arrangement.

18
19 **3. NEGOTIATIONS**

20 **Q. WILL YOU BRIEFLY DESCRIBE THE MANNER IN WHICH TIME WARNER**
21 **CABLE INITIATED INTERCONNECTION NEGOTIATIONS WITH THE**
22 **ILECS?**

1 A. Pursuant to Section 252(i) of the Communications Act of 1934, as amended, Time
2 Warner Cable provided notice to the ILECs of its intention to adopt the Sprint-ILEC
3 ICAs by letter dated January 20, 2011. Copies of the letters and proposed Agreements of
4 Adoption sent to Farmers, Fort Mill, Home, and PBT are attached as **Exhibit 1**.

5 **Q. WHAT WERE THE GENERAL TERMS OF THE PROPOSED ADOPTION**
6 **AGREEMENTS?**

7 A. The Sprint ICAs that Time Warner Cable proposes to adopt are the same interconnection
8 agreements pursuant to which Sprint is providing wholesale service to Time Warner
9 Cable today. In general, Time Warner Cable would obtain from the ILECs
10 interconnection that includes network architecture and trunking arrangements, testing and
11 trouble responsibilities, forecasting, transit service, number portability, directory listings
12 and distribution services, and reciprocal compensation arrangements. The Sprint-ILEC
13 ICAs are almost identical to the direct ICAs that Time Warner Cable has with HTC,
14 Hargray, Verizon, AT&T, and Bluffton.

15 **Q. DID THE ILECS RESPOND TO YOUR JANUARY 20, 2011, LETTER?**

16 A. Yes, Lans Chase of John Staurulakis, Inc. (“JSI”) responded by letter dated February 17,
17 2011. The February 17, 2011, letter from Mr. Chase is attached as **Exhibit 2**.

18 **Q. WHAT WAS THE MESSAGE CONVEYED BY MR. CHASE’S RESPONSE?**

19 A. He contended that Time Warner Cable is not eligible to adopt the Sprint-ILEC ICAs
20 because Time Warner Cable supposedly is not a “Telecommunications Carrier as defined
21 in 47 U.S.C.A. § 153(44)² of the [Communications] Act,” despite the fact Time Warner
22 Cable holds a certificate of public convenience and necessity (“CPCN”), offers its retail

² “Telecommunications Carrier” is defined in 47 U.S.C.A. § 153 (51).

VoIP services pursuant to tariff, and has been determined to be a “telephone utility” by the Commission.

Q. HOW DID NEGOTIATIONS PROCEED FROM THAT POINT?

A. My colleague Julie P. Laine and I participated in a conference call with counsel for the ILECs and a JSI representative. During the conference call Time Warner Cable requested that the ILECs clarify their position.

Q. DID JSI CLARIFY THE ILECS’ POSITION?

A. Mr. Chase sent an email to me on April 19, 2011, in which he cites a portion of Douglas Meredith’s testimony from the January 7, 2009, hearing held in the consolidated dockets 2008-325-C through 2008-329-C to amend Time Warner Cable’s certification to include the service area of the ILECs. The Chase email is attached as **Exhibit 3**.

Q. WHAT IS TIME WARNER CABLE’S POSITION IN LIGHT OF THE ILECS’ REFUSAL TO NEGOTIATE?

A. The ILEC position is legally and factually baseless. Time Warner Cable holds a CPCN and provides regulated telecommunications services in South Carolina pursuant to the terms of its approved tariff.³ Ms. Laine will discuss the matter of Time Warner Cable’s right to interconnection in more detail in her testimony.

Q. WHY IS TIME WARNER CABLE TRANSITIONING TO DIRECT ICAs WITH CARRIERS?

A. Time Warner Cable believes it will be more efficient and cost effective to transition from purchasing wholesale services from Sprint to directly interconnecting with the ILECs. As discussed above, Time Warner Cable currently provides service using dozens of

³ Order no. 2009-356(A), p. 20.

1 interconnection agreements in ten states without any major issues arising as a result of
2 this transition.

3 **Q. WOULD THE TRANSITION AFFECT THE SERVICE TIME WARNER**
4 **CABLE'S CUSTOMERS RECEIVE?**

5 A. No, from a customer's standpoint, there would be no difference in service as a result of
6 the transition to direct interconnection.

7 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

8 A. Yes.

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

Docket Nos. 2011-243-C, 2011-244-C, 2011-245-C and 2011-246-C

In the Matter of)
)
)
Petitions for Arbitration of Interconnection)
Agreements between Time Warner Cable)
Information Services (South Carolina), LLC,)
doing business as Time Warner Cable and)
Farmers Telephone Cooperative, Inc.)
Fort Mill Telephone Co., Home Telephone)
Co., Inc. and PBT Telecom, Inc.)

EXHIBIT 1

**TIME WARNER CABLE'S
JANUARY 20, 2011, LETTERS TO
ILECS AND PROPOSED
AGREEMENTS OF ADOPTION**

60 Columbus Circle
New York, NY 10023
Tel 212.364.8440
Fax 704.973.6222
maribeth.bailey@twcable.com

Maribeth Bailey
Sr. Director, Interconnection Policy, Regulatory



VIA OVERNIGHT MAIL

January 20, 2011

F.B. Erwin, Chief Executive Officer
Farmers Telephone Cooperative, Inc.
P.O. Box 588
1101 East Main Street
Kingstree, SC 29556

RE: Request for Adoption of Interconnection Agreement

Dear Mr. Erwin:

Time Warner Cable Information Services (South Carolina), LLC ("TWCIS (SC)") submits this letter to provide notice of its intention to adopt, pursuant to Section 252(i) of the Telecommunications Act of 1996, the South Carolina Interconnection Agreement ("Agreement") between Sprint Communications Company L.P. ("Sprint") and Farmers Telephone Cooperative, Inc. ("Farmers") approved by the South Carolina Public Service Commission on October 3, 2007. TWCIS (SC) agrees to adopt the Farmers and Sprint Agreement in its entirety and upon the same rates, terms, and conditions as those provided in the Agreement. For your convenience, I am enclosing a proposed Agreement of Adoption that would serve to effectuate TWCIS (SC)'s adoption request.

Please contact me as soon as possible to advise us of Farmers' process and timeline for finalizing TWCIS (SC)'s adoption of the Agreement. Thank you.

Sincerely,


Maribeth Bailey

AGREEMENT OF ADOPTION

This Agreement of Adoption (the "Agreement"), dated _____, is entered into by and between Farmers Telephone Cooperative, Inc. ("Farmers") and Time Warner Cable Information Services (South Carolina), LLC ("TWCIS (SC)"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). Farmers and TWCIS (SC) may be referred to individually as a "Party" and collectively as the "Parties".

NOW THEREFORE, the Parties agree as follows:

1. AGREEMENT OF ADOPTION

By TWCIS (SC)'s countersignature below, TWCIS (SC) hereby adopts and agrees to be bound by the terms and conditions of the Interconnection Agreement by and between Farmers Telephone Cooperative, Inc. and Sprint Communications Company L.P. ("Sprint") with an effective date of September 1, 2007 (the "Adopted Agreement") as that agreement exists on the date hereof. The Adopted Agreement was approved by the South Carolina Public Service Commission (the "Commission") by Order Approving Agreement on October 3, 2007.

As the terms and conditions of the Adopted Agreement are being adopted by TWCIS (SC) pursuant to Section 252(i) of the Act, Farmers does not provide such terms and conditions to TWCIS (SC) as either a voluntary or negotiated agreement. Farmers performance of the Agreement does not in any way constitute a waiver by Farmers of any position as to the Agreement or a portion thereof, nor does it constitute a waiver by Farmers of any rights and remedies it may have to seek review of the Agreement or to seek review in any way of any provisions included in the Agreement as a result of TWCIS (SC)'s adoption.

All services provided under this Agreement will be consistent with the decisions of the Federal Communications Commission, the Commission, and the courts having jurisdiction over this Agreement.

2. PARTIES:

TWCIS (SC) is hereby substituted in the Adopted Agreement for Sprint Communications Company L.P. and Farmers shall remain as the other Party (the "ILEC") to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

3. TERM:

The Agreement will become effective upon execution of both Parties with the date of the second signature (the "Effective Date"), and, unless earlier terminated in accordance with its terms, will continue in force until as set forth in Section 1 of the Adopted Agreement. The Parties shall file this Agreement with Commission promptly upon full execution of the Agreement by the Parties.

4. NOTICES:

Except as otherwise provided, all notices or other communications hereunder shall be deemed to have been fully given when made in writing and delivered in person, or overnight courier, or deposited in the United States mail, postage prepaid, and addressed as follows:

To Farmers:

Farmers Telephone Cooperative, Inc.
P.O. Box 588
1101 East Main Street (overnight only)
Kingstree, SC 29556

Attn: F.B. Erwin, Chief Executive Order

With copy:

McNair Law Firm, P.A.
P.O. Box 11390
Columbia, SC 29211

Attn: Margaret M. Fox

To TWCIS (SC):

Julie P. Laine
Group Vice President & Chief Counsel, Regulatory
Time Warner Cable
60 Columbus Circle
New York, New York 10023
Telephone: 212-364-8482
Facsimile: 704-973-6239
Email: julie.laine@twcable.com

With copy:

Maribeth Bailey
Senior Director, Interconnection Policy, Regulatory
Time Warner Cable
60 Columbus Circle
New York, New York 10023
Telephone: 212-364-8440
Facsimile: 704-973-6222
Email: Maribeth.bailey@twcable.com

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representative.

Farmers Telephone Cooperative, Inc.

Time Warner Cable Information Services
(South Carolina), LLC

By: _____

By: _____

Name: _____

Name: David Flessas

Title: _____

Title: SVP, Technical Operations

Date: _____

Date: _____

60 Columbus Circle
New York, NY 10023
Tel 212.364.8440
Fax 704.973.6222
maribeth.bailey@twcable.com

Maribeth Bailey
Sr. Director, Interconnection Policy, Regulatory



VIA OVERNIGHT MAIL

January 20, 2011

Vice President- External Affairs
Fort Mill Telephone Company d/b/a
Comporium Communications
330 East Black Street
Rock Hill, SC 29730

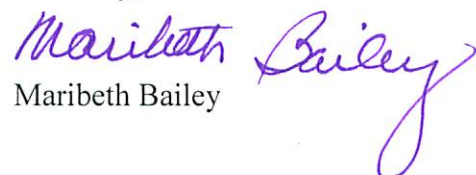
RE: Request for Adoption of Interconnection Agreement

Attention: Vice President- External Affairs

Time Warner Cable Information Services (South Carolina), LLC ("TWCIS (SC)") submits this letter to provide notice of its intention to adopt, pursuant to Section 252(i) of the Telecommunications Act of 1996, the South Carolina Interconnection Agreement ("Agreement") between Sprint Communications Company L.P. ("Sprint") and Fort Mill Telephone Company d/b/a Comporium Communications ("Fort Mill") approved by the South Carolina Public Service Commission on January 16, 2008. TWCIS (SC) agrees to adopt the Fort Mill and Sprint Agreement in its entirety and upon the same rates, terms, and conditions as those provided in the Agreement. For your convenience, I am enclosing a proposed Agreement of Adoption that would serve to effectuate TWCIS (SC)'s adoption request.

Please contact me as soon as possible to advise us of Fort Mill's process and timeline for finalizing TWCIS (SC)'s adoption of the Agreement. Thank you.

Sincerely,


Maribeth Bailey

AGREEMENT OF ADOPTION

This Agreement of Adoption (the "Agreement"), dated _____, is entered into by and between Fort Mill Telephone Company d/b/a Comporium Communications ("Fort Mill") and Time Warner Cable Information Services (South Carolina), LLC ("TWCIS (SC)"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). Fort Mill and TWCIS (SC) may be referred to individually as a "Party" and collectively as the "Parties".

NOW THEREFORE, the Parties agree as follows:

1. AGREEMENT OF ADOPTION

By TWCIS (SC)'s countersignature below, TWCIS (SC) hereby adopts and agrees to be bound by the terms and conditions of the Interconnection Agreement by and between FORT MILL Telephone Company, Inc. d/b/a Comporium Communications and Sprint Communications Company L.P. ("Sprint") with an effective date of November 15, 2007 (the "Adopted Agreement") as that agreement exists on the date hereof. The Adopted Agreement was approved by the South Carolina Public Service Commission (the "Commission") by Order Approving Agreement on January 16, 2008.

As the terms and conditions of the Adopted Agreement are being adopted by TWCIS (SC) pursuant to Section 252(i) of the Act, Fort Mill does not provide such terms and conditions to TWCIS (SC) as either a voluntary or negotiated agreement. Fort Mill's performance of the Agreement does not in any way constitute a waiver by Fort Mill of any position as to the Agreement or a portion thereof, nor does it constitute a waiver by Fort Mill of any rights and remedies it may have to seek review of the Agreement or to seek review in any way of any provisions included in the Agreement as a result of TWCIS (SC)'s adoption.

All services provided under this Agreement will be consistent with the decisions of the Federal Communications Commission, the Commission, and the courts having jurisdiction over this Agreement.

2. PARTIES:

TWCIS (SC) is hereby substituted in the Adopted Agreement for Sprint Communications Company L.P. and Fort Mill shall remain as the other Party (the "ILEC") to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

3. TERM:

The Agreement will become effective upon execution of both Parties with the date of the second signature (the "Effective Date"), and, unless earlier terminated in accordance with its terms, will continue in force until as set forth in Section 1 of the Adopted Agreement. The Parties shall file this Agreement with Commission promptly upon full execution of the Agreement by the Parties.

4. NOTICES:

Except as otherwise provided, all notices or other communications hereunder shall be deemed to have been fully given when made in writing and delivered in person, or overnight courier, or deposited in the United States mail, postage prepaid, and addressed as follows:

To Fort Mill:

Fort Mill Telephone Company d/b/a
Comporium Communications
330 East Black Street
Rock Hill, SC 29730

Attn: Vice President – External Affairs

With copy:

Manager – Interconnection Services
P.O. Box 470
Rock Hill, SC 29731-6470

To TWCIS (SC):

Julie P. Laine
Group Vice President & Chief Counsel, Regulatory
Time Warner Cable
60 Columbus Circle
New York, New York 10023
Telephone: 212-364-8482
Facsimile: 704-973-6239
Email: julie.laine@twcable.com

With copy:

Maribeth Bailey
Senior Director, Interconnection Policy, Regulatory
Time Warner Cable
60 Columbus Circle
New York, New York 10023
Telephone: 212-364-8440
Facsimile: 704-973-6222
Email: Maribeth.bailey@twcable.com

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representative.

Fort Mill Telephone Company d/b/a
Comporium Communications

Time Warner Cable Information Services
(South Carolina), LLC

By: _____

By: _____

Name: _____

Name: David Flessas

Title: _____

Title: SVP, Technical Operations

Date: _____

Date: _____

60 Columbus Circle
New York, NY 10023
Tel 212.364.8440
Fax 704.973.6222
maribeth.bailey@twcable.com

Maribeth Bailey
Sr. Director, Interconnection Policy, Regulatory



VIA OVERNIGHT MAIL

January 20, 2011

Keith Oliver, VP Finance
Home Telephone Company, Inc.
P.O. Box 1194
579 Stoney Landing Road
Moncks Corner, SC 29461

RE: Request for Adoption of Interconnection Agreement

Dear Mr. Oliver:

Time Warner Cable Information Services (South Carolina), LLC ("TWCIS (SC)") submits this letter to provide notice of its intention to adopt, pursuant to Section 252(i) of the Telecommunications Act of 1996, the South Carolina Interconnection Agreement ("Agreement") between Sprint Communications Company L.P. ("Sprint") and Home Telephone Company, Inc. ("Home") approved by the South Carolina Public Service Commission on March 26, 2008. TWCIS (SC) agrees to adopt the Home and Sprint Agreement in its entirety and upon the same rates, terms, and conditions as those provided in the Agreement. For your convenience, I am enclosing a proposed Agreement of Adoption that would serve to effectuate TWCIS (SC)'s adoption request.

Please contact me as soon as possible to advise us of Home's process and timeline for finalizing TWCIS (SC)'s adoption of the Agreement. Thank you.

Sincerely,


Maribeth Bailey

AGREEMENT OF ADOPTION

This Agreement of Adoption (the "Agreement"), dated _____, is entered into by and between Home Telephone Company, Inc. ("Home") and Time Warner Cable Information Services (South Carolina), LLC ("TWCIS (SC)"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). Home and TWCIS (SC) may be referred to individually as a "Party" and collectively as the "Parties".

NOW THEREFORE, the Parties agree as follows:

1. AGREEMENT OF ADOPTION

By TWCIS (SC)'s countersignature below, TWCIS (SC) hereby adopts and agrees to be bound by the terms and conditions of the Interconnection Agreement by and between Home Telephone Company, Inc. and Sprint Communications Company L.P. ("Sprint") with an effective date of January 1, 2008 (the "Adopted Agreement") as that agreement exists on the date hereof. The Adopted Agreement was approved by the South Carolina Public Service Commission (the "Commission") by Order Approving Agreement on March 26, 2008.

As the terms and conditions of the Adopted Agreement are being adopted by TWCIS (SC) pursuant to Section 252(i) of the Act, Home does not provide such terms and conditions to TWCIS (SC) as either a voluntary or negotiated agreement. Home's performance of the Agreement does not in any way constitute a waiver by Home of any position as to the Agreement or a portion thereof, nor does it constitute a waiver by Home of any rights and remedies it may have to seek review of the Agreement or to seek review in any way of any provisions included in the Agreement as a result of TWCIS (SC)'s adoption.

All services provided under this Agreement will be consistent with the decisions of the Federal Communications Commission, the Commission, and the courts having jurisdiction over this Agreement.

2. PARTIES:

TWCIS (SC) is hereby substituted in the Adopted Agreement for Sprint Communications Company L.P. and Home shall remain as the other Party (the "ILEC") to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

3. TERM:

The Agreement will become effective upon execution of both Parties with the date of the second signature (the "Effective Date"), and, unless earlier terminated in accordance with its terms, will continue in force until as set forth in Section 1 of the Adopted Agreement. The Parties shall file this Agreement with Commission promptly upon full execution of the Agreement by the Parties.

4. NOTICES:

Except as otherwise provided, all notices or other communications hereunder shall be deemed to have been fully given when made in writing and delivered in person, or overnight courier, or deposited in the United States mail, postage prepaid, and addressed as follows:

To Home:

Home Telephone Company, Inc.
P.O. Box 1194
579 Stoney Landing Road (overnight only)
Moncks Corner, SC 29461

Attn: Keith Oliver, VP-Finance

With copy:

McNair Law Firm, P.A.
P.O. Box 11390
Columbia, SC 29211

Attn: Margaret M. Fox

To TWCIS (SC):

Julie P. Laine
Group Vice President & Chief Counsel, Regulatory
Time Warner Cable
60 Columbus Circle
New York, New York 10023
Telephone: 212-364-8482
Facsimile: 704-973-6239
Email: julie.laine@twcable.com

With copy:

Maribeth Bailey
Senior Director, Interconnection Policy, Regulatory
Time Warner Cable
60 Columbus Circle
New York, New York 10023
Telephone: 212-364-8440
Facsimile: 704-973-6222
Email: Maribeth.bailey@twcable.com

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representative.

Home Telephone Company, Inc.

Time Warner Cable Information Services
(South Carolina), LLC

By: _____

By: _____

Name: _____

Name: David Flessas

Title: _____

Title: SVP, Technical Operations

Date: _____

Date: _____

60 Columbus Circle
New York, NY 10023
Tel 212.364.8440
Fax 704.973.6222
maribeth.bailey@twcable.com

Maribeth Bailey
Sr. Director, Interconnection Policy, Regulatory



VIA OVERNIGHT MAIL

January 20, 2011

L. Ben Spearman
Vice President- Business Development, CRO
PBT Telecom, Inc.
1660 Juniper Springs Road
Gilbert, SC 29054

RE: *Request for Adoption of Interconnection Agreement*

Dear Mr. Spearman:

Time Warner Cable Information Services (South Carolina), LLC ("TWCIS (SC)") submits this letter to provide notice of its intention to adopt, pursuant to Section 252(i) of the Telecommunications Act of 1996, the South Carolina Interconnection Agreement ("Agreement") between Sprint Communications Company L.P. ("Sprint") and PBT Telecom, Inc. ("PBT") approved by the South Carolina Public Service Commission on October 29, 2008. TWCIS (SC) agrees to adopt the PBT and Sprint Agreement in its entirety and upon the same rates, terms, and conditions as those provided in the Agreement. For your convenience, I am enclosing a proposed Agreement of Adoption that would serve to effectuate TWCIS (SC)'s adoption request.

Please contact me as soon as possible to advise us of PBT's process and timeline for finalizing TWCIS (SC)'s adoption of the Agreement. Thank you.

Sincerely,


Maribeth Bailey

AGREEMENT OF ADOPTION

This Agreement of Adoption (the "Agreement"), dated _____, is entered into by and between PBT Telecom, Inc. ("PBT") and Time Warner Cable Information Services (South Carolina), LLC ("TWCIS (SC)"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). PBT and TWCIS (SC) may be referred to individually as a "Party" and collectively as the "Parties".

NOW THEREFORE, the Parties agree as follows:

1. AGREEMENT OF ADOPTION

By TWCIS (SC)'s countersignature below, TWCIS (SC) hereby adopts and agrees to be bound by the terms and conditions of the Interconnection Agreement by and between PBT Telephone Company, Inc. and Sprint Communications Company L.P. ("Sprint") with an effective date of June 1, 2008 (the "Adopted Agreement") as that agreement exists on the date hereof. The Adopted Agreement was approved by the South Carolina Public Service Commission (the "Commission") by Order Approving Agreement on October 29, 2008.

As the terms and conditions of the Adopted Agreement are being adopted by TWCIS (SC) pursuant to Section 252(i) of the Act, PBT does not provide such terms and conditions to TWCIS (SC) as either a voluntary or negotiated agreement. PBT's performance of the Agreement does not in any way constitute a waiver by PBT of any position as to the Agreement or a portion thereof, nor does it constitute a waiver by PBT of any rights and remedies it may have to seek review of the Agreement or to seek review in any way of any provisions included in the Agreement as a result of TWCIS (SC)'s adoption.

All services provided under this Agreement will be consistent with the decisions of the Federal Communications Commission, the Commission, and the courts having jurisdiction over this Agreement.

2. PARTIES:

TWCIS (SC) is hereby substituted in the Adopted Agreement for Sprint Communications Company L.P. and PBT shall remain as the other Party (the "ILEC") to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

3. TERM:

The Agreement will become effective upon execution of both Parties with the date of the second signature (the "Effective Date"), and, unless earlier terminated in accordance with its terms, will continue in force until as set forth in Section 1 of the Adopted Agreement. The Parties shall file this Agreement with Commission promptly upon full execution of the Agreement by the Parties.

4. NOTICES:

Except as otherwise provided, all notices or other communications hereunder shall be deemed to have been fully given when made in writing and delivered in person, or overnight courier, or deposited in the United States mail, postage prepaid, and addressed as follows:

To PBT:

PBT Telecom, Inc.
1660 Juniper Springs Road
Gilbert, SC 29054

Attn: L. Ben Spearman, Vice President –
Business Development, CRO

With copy:

McNair Law Firm, P.A.
P.O. Box 11390
Columbia, SC 29211

Attn: Margaret M. Fox

To TWCIS (SC):

Julie P. Laine
Group Vice President & Chief Counsel, Regulatory
Time Warner Cable
60 Columbus Circle
New York, New York 10023
Telephone: 212-364-8482
Facsimile: 704-973-6239
Email: julie.laine@twcable.com

With copy:

Maribeth Bailey
Senior Director, Interconnection Policy, Regulatory
Time Warner Cable
60 Columbus Circle
New York, New York 10023
Telephone: 212-364-8440
Facsimile: 704-973-6222
Email: Maribeth.bailey@twcable.com

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representative.

PBT Telecom, Inc.

Time Warner Cable Information Services
(South Carolina), LLC

By: _____

By: _____

Name: _____

Name: David Flessas

Title: _____

Title: SVP, Technical Operations

Date: _____

Date: _____

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

Docket Nos. 2011-243-C, 2011-244-C, 2011-245-C and 2011-246-C

In the Matter of)
)
)
Petitions for Arbitration of Interconnection)
Agreements between Time Warner Cable)
Information Services (South Carolina), LLC,)
doing business as Time Warner Cable and)
Farmers Telephone Cooperative, Inc.)
Fort Mill Telephone Co., Home Telephone)
Co., Inc. and PBT Telecom, Inc.)

EXHIBIT 2

CHASE’S FEBRUARY 17, 2011 LETTER



6849 Peachtree Dunwoody Road
Building B-3, Suite 200, Atlanta, Georgia 30328
phone: 770-569-2105, fax: 770-410-1608

February 17, 2011

VIA ELECTRONIC MAIL & US MAIL

Ms. Maribeth Bailey
Sr. Director, Interconnection Policy, Regulatory
Time Warner Cable
60 Columbus Circle
New York, NY 10023

Re: *Request for Adoption of Interconnection Agreement*

Dear Ms. Bailey:

I am writing this letter on behalf of my clients Farmers Telephone Cooperative, Inc. ("Farmers"), Fort Mill Telephone Company ("Fort Mill"), Home Telephone Company ("Home") and PBT, Inc. ("PBT") in response to your letter dated January 20, 2011 in which Time Warner Cable Information Services (South Carolina), LLC ("TWCIS (SC)") requests to adopt, pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act"), the Interconnection Agreement negotiated by and between each of the above-mentioned companies and Sprint Communications Company, LP ("Sprint").

It is our understanding that TWCIS (SC) is not a Telecommunications Carrier as defined in 47 U.S.C. §153 (44) of the Act and, therefore, that TWCIS (SC) is not eligible to adopt this agreement pursuant to Section 252(i) of the Act.

Should you have any further questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Lans Chase'.

Lans Chase
Staff Director – Regulatory Affairs
John Staurulakis, Inc.

cc: F.B Erwin, Farmers Telephone Cooperative, Inc.
Matt Dosch, Fort Mill Telephone Company
Keith Oliver, Home Telephone Company
Ben Spearman, PBT, Inc.

HEADQUARTERS:

7852 Walker Drive, Suite 200, Greenbelt, MD 20770
phone: 301-459-7590, fax: 301-577-5575
internet: www.jsitel.com, e-mail: jsi@jsitel.com

Echelon Building II, Suite 200
9430 Research Boulevard, Austin, TX 78759
phone: 512-338-0473, fax: 512-346-0822

Eagandale Corporate Center, Suite 310
1380 Corporate Center Curve, Eagan, MN 55121
phone: 651-452-2660, fax: 651-452-1909

547 South Oakview Lane
Bountiful, UT 84010
phone: 801-294-4576, fax: 801-294-5124

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

Docket Nos. 2011-243-C, 2011-244-C, 2011-245-C and 2011-246-C

In the Matter of)
)
)
Petitions for Arbitration of Interconnection)
Agreements between Time Warner Cable)
Information Services (South Carolina), LLC,)
doing business as Time Warner Cable and)
Farmers Telephone Cooperative, Inc.)
Fort Mill Telephone Co., Home Telephone)
Co., Inc. and PBT Telecom, Inc.)

EXHIBIT 3

CHASE'S APRIL 19, 2011 EMAIL

From: Lans Chase [\[mailto:lchase@jsitel.com\]](mailto:lchase@jsitel.com)
Sent: Tuesday, April 19, 2011 12:46 PM
To: Bailey, Maribeth
Cc: Laine, Julie; Mark Ozanick
Subject: SC RLECs

Maribeth,

Since I was not able to be on the conference call last week, I have followed-up with Peg Fox and Mark Ozanick to discuss the issue. It is my understanding that you asked for us to clarify our position regarding TWCIS's request to adopt the Sprint ICA. We have reviewed the Order in the consolidated dockets (2008-325-C, 2008-326-C, 2008-327-C, 2008-328-C, and 2008-329-C) as well as Douglas Meredith's testimony and our position has not changed. We believe that pages 22-30 of Mr. Meredith's testimony clearly lays out our position.

Thanks,
Lans

Lans Chase
Staff Director - Regulatory Affairs
[John Staurulakis, Inc.](http://www.jsitel.com)
www.jsitel.com
6849 Peachtree-Dunwoody Rd.
Bldg B-3, Suite 200
Atlanta, GA 30328
(770) 569-2105 - Office
(678) 575-1453 - Mobile
(770) 410-1608 - Fax

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